



# Workmanship Labor Warranty

## 1. Limited Warranty Coverage:

NOVA Landscape & Design (NOVA) warrants to the purchaser and all transferees of the structures to which products are installed and/or repairs are made as follows:

- Product Installation (Decks, Stairs, Handrails, Porch Screening Systems, Pavers, Stone Veneer, Retaining Walls, and other Hardscaping Materials): NOVA warrants the installation of products to be free from defects in workmanship from the date the installation of the product is completed for a period of 5 years of normal use. This workmanship warranty does not include any damages or defects in the product except to the extent solely caused by NOVA's installation of the product.

NOVA will have the right to inspect the areas at issue to determine the cause of the alleged defects. If the defects are determined to be within the scope of the workmanship warranty, JABC will make the necessary repairs at NOVA's expense. NOVA specifically does not warrant the installed products.

NOVA's repair of the defect SHALL BE THE SOLE EXCLUSIVE REMEDY available to the covered person or entity with respect to any defect. NOVA will not refund or pay any costs in connection with repairs made by anyone other than NOVA.

**2. Exclusions:** This Warranty does not cover damage or defects resulting from or in any way attributable to (a) neglect, (b) misuse, (c) abuse, (d) repair or alteration made by anyone other than NOVA (e) settlement or structural movement and/or movement of materials to which installed products are attached, (f) damage from incorrect design of the structure, (h) acts of God including, but not limited to, hurricanes, tornadoes, floods, earthquakes, severe weather or natural phenomena, (including, but not limited to, unusual climate conditions), (i) lack of proper maintenance, (j) any cause other than workmanship defects attributable to NOVA.

**3. Disclaimer:** The statements in this Warranty constitute the only warranty extended by NOVA for its workmanship. NO OTHER WARRANTY SHALL BE MADE BY OR ON BEHALF OF NOVA.

**4. Settlement of Claim:** Any repairs made by NOVA pursuant to Section 1 of this document shall constitute a full settlement and release of all claims of any covered person/entity hereunder for damages or other relief and shall be a complete bar to any litigation filed subsequently to the covered person/entity's acceptance of such an agreement.

Address Under Warranty: \_\_\_\_\_ Start Date: \_\_\_\_\_

NOVA Authorized Rep (Print Name): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Homeowner (Print Name): \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_